

**OFFICIAL  
COMMISSION MINUTES  
AUGUST 5<sup>TH</sup>, 2019 - 6th DAY OF  
THE JULY ADJOURN TERM**

**PRELIMINARY STUDY**

Did not take place.

*Prayer & Pledge*

**PUBLIC COMMENT**

None

**CALL COUNTY COMMISSION MEETING TO ORDER**

Presiding Commissioner Scofield called the meeting to order at 9:02 a.m.

**COMMISSION REMARKS**

None.

**APPROVE ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #455729 – 455803, Warrants #7241 – 7243 and no Journal Entries or Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Wyatt moved to approve Regular Session Minutes from July 22, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes from July 29, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**APPROVAL OF PAYROLL**

Commissioner Wyatt moved to approve Payroll. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**AGREEMENT FOR TAX STATEMENTS MAILING SERVICES #19-092C**

Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement by and between Ozark Mailing Services and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**AGREEMENT**  
for  
**TAX STATEMENTS MAILING SERVICES**

THIS AGREEMENT dated the 5<sup>th</sup> day of August 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Ozark Mailing Services, LLC. of Springfield, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of Tax Statements Mailing Services for the Taney County Collector's Office, shall include the Contractor's bid response to County's Request For Bid # 201906-430 ("RFB") and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Services, and/or any/all required products, provided under the Contract Documents and this Agreement shall not exceed the final cost of: \$25,950.00 as quoted in attached bid response, and which shall exclude envelopes and the cost thereof set forth in section 3.8 of the RFB. If certain unusual circumstances occur specific to Services or product availability, the County may consider all options – including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 36 months thereafter, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date only by order of the County for one year subject to the pricing clauses and delivery clauses as agreed to, and offered by the Contractor's bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201906-430 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

**NOTICE OF RENEWAL FOR HVAC SERVICES (JUDICIAL CENTER & JAIL FACILITIES – EPM/CTC SOFTWARE) #19-090M**

Renee Brusca, Building & Grounds Administrator, and Scott Terpening, Building & Grounds Coordinator, were present. Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement by and between Taney County and Temperature Control Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

NOTICE OF RENEWAL

To: Temperature Control Co., Chuck McDaniel, Authorized Representative, 613 North Main Street, Springfield, Missouri, 65806

Notice is given that the County of Taney, Missouri hereby renews its agreement with Temperature Control Co., for HVAC Services (Judicial Center & Jail Facilities – “EPM / CTC” Software, commencing August 6, 2019, for a period of (1) one year, which will expire on August 5, 2020. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield  
Mike Scofield, Presiding Commissioner

Date: 8/5/19

**ATTEST:** I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above Notice of Renewal.

By: Donna Neeley  
Donna Neeley, County Clerk

Date: 5 Aug 2019

**Certification of Accounting Officer pursuant to Section 50.660RSMo:**

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Notice of Renewal is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By: David Clark  
David Clark, Taney County Auditor

Date: 8/5/2019

**PARKING GARAGE DISCUSSION**

Renee Brusca, Building & Grounds Administrator, Scott Terpening, Building & Grounds Coordinator, and Spencer Jones, Great River Engineering, were present.

**COOPERATIVE AGREEMENT – CLEVINGER COVE ROAD – BRANSON BAY STORAGE, LLC (“BRANSON BAY”) EMERALD POINTE PROPERTY OWNERS, INC (“EMERALD POINTE”) #19-079RB**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Agreement by and between Clevenger Cove Road, Branson Bay Storage, LLC, Emerald Pointe Property Owners Master Association, Inc, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

## COOPERATIVE AGREEMENT

This Cooperative Agreement (“Agreement”) is entered into this \_\_\_ day of August, 2019, by and between Branson Bay Storage, LLC (“Branson Bay”), Emerald Point Property Owners Master Association, Inc. (“Emerald Pointe”), and Taney County, Missouri (“County”).

### RECITALS:

A. Clevenger Cove Road is a county road that provides access to certain residential neighborhoods, including Arcadia Landing, in Taney County, Missouri but which becomes inaccessible during certain periods of high water and/or flood events;

B. Branson Bay is the owner of certain real estate legally described on Exhibit A, attached hereto and incorporated herein by reference and which contains a private roadway that is adjacent to and abuts Clevenger Cove Road (the “Roadway”);

C. Emerald Pointe is the owner of certain real estate legally described on Exhibit B, attached hereto and incorporated herein by reference (the “Property”), and which is adjacent to the Roadway;

D. Branson Bay and Emerald Pointe are willing to agree to allow access and ingress and egress across the Roadway and Property, respectively, for the County and emergency service vehicles, and property owners in the area of Clevenger Cove Road, Arcadia Landing, and the immediate surrounding area, during periods of high water and/or flood events in which access is not possible or safe via Clevenger Cove Road;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date in which it is signed by the parties to the Agreement and shall continue unless and until terminated as set forth herein.

2. License.

a. By Branson Bay. Subject to the terms and conditions of this Agreement, Branson Bay grants to the County and emergency service vehicles and the property owners located in the area of Clevenger Cove Road, Arcadia Landing, and the immediate surrounding area a non-exclusive license over, on, and across the Roadway depicted in Exhibit C, from Clevenger Cove Road, over, on, and across the Roadway to the Property, and to Emerald Pointe Drive, during periods of high water and/or flood events in which ingress and egress is not possible or safe to travel directly from Clevenger Cove Road to Windmill Road.

**RECESS: 9:22 A.M.**

**RECONVENNE: 9:33 A.M.**

### ROAD & BRIDGE ROUND TABLE DISCUSSION

*(Taney County Commission Conference Room)*

Present: Presiding Commissioner Scofield, Commissioner Williams and Commissioner Wyatt.

Also present: Devin Huff, Road and Bridge Administrator, Denzil Brown, Road & Bridge Assistant Administrator, Spencer Jones, Great River Engineering Principal/Engineer, David Clark, Auditor, and Stephanie Spencer, Deputy Clerk.

Discussion ensued regarding various County roads.

David Clark left the meeting at 10:15 a.m.

**EXECUTIVE SESSION PER SECTION 610.021.3 (PERSONNEL)**

*(Taney County Commission Conference Room)*

Commissioner Williams moved to enter into Executive Session per section 610.021.3 (Personnel). Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

*See the Executive Session Minutes for any motions made or votes taken.*

**DAILY STAFF REVIEW & AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

Nikki Lawrence, Legal Assistant, and Stephanie Spencer, Deputy Clerk, were present for the meeting.

The Commission met with their staff to review the day's business and go over agenda requests.

**ADJOURNMENT**

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**ADJOURN**

**11:26 A.M.**

*The Minutes were taken and typed by Stephanie Spencer, Deputy Clerk.*